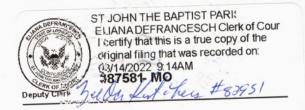
UNITED STATES OF AMERICA STATE OF LOUISIANA



INTERGOVERNMENTAL AGREEMENT BETWEEN THE PONTCHARTRAIN LEVEE DISTRICT AND ST. JOHN THE BAPTIST PARISH

THIS INTERGOVERNMENTAL AGREEMENT (hereafter "Agreement") is made and entered into on the dates set forth hereinafter by and between:

THE PONTCHARTRAIN LEVEE DISTRICT (hereinafter "PLD"), a political subdivision of the State of Louisiana, domiciled in Lutcher, Parish of St. James, State of Louisiana, represented herein by its President, Senecca Boudreaux, duly authorized by a Specific Resolution passed by the Pontchartrain Levee District, Board of Commissioners, on day of JANUARY, 2022, a copy of which attached hereto and made a part hereof, whose address is 2069 Railroad Avenue, Lutcher, Louisiana 70071; and

ST. JOHN THE BAPTIST PARISH (hereinafter "SJB") a political subdivision of the State of Louisiana, domiciled in Parish of St. John the Baptist, State of Louisiana, represented herein by its President, Jaclyn Hotard, duly authorized by a Specific Resolution passed by St. John The Baptist Parish on the day of February, 2022, a copy of which is attached hereto and made a part hereof, and whose mailing address is 1811 W. Airline Highway, LaPlace Louisiana 70068;

WHO HEREBY AGREE AS FOLLOWS:

WHEREAS, PLD is a Levee District representing the Parishes of St. Charles, St. John the Baptist, St. James, Ascension, Iberville and East Baton Rouge, State of Louisiana;

WHEREAS, PLD and the State of Louisiana, Coastal Protection and Restoration Authority (hereinafter "CPRA") are the non-federal sponsors for the West Shore Lake Pontchartrain (hereinafter "WSLP"), Hurricane and Storm Damage Risk Reduction System (hereinafter "HDDRS"), St. Charles and St. John the Baptist Parish, Louisiana;

WHEREAS, The non-federal sponsors are required to obtain certain rights of ways and easements needed in order to accomplish the construction and operation of the project to further benefit and protect the citizens of the respective Parishes as set forth above;

WHEREAS, SJB is owner of property which is needed for the successful completion and operation of the project, specifically for construction and perpetual use of Access Roads D and Access Road F;

WHEREAS, SJB granted a Temporary Road Easement and Temporary Work Area Easement to PLD its successors or assigns for construction of Access Roads D and F for a period of One (1) year by agreement approved by SJB on April 13, 2021;

WHEREAS, Now SJB does hereby desire to grant a Perpetual Road Easement and Temporary Work Area Easement to PLD its successors and or assigns for construction and operation of the West Shore Hurricane Protection Levee and specific to Access Roads \underline{D} and \underline{F} ;

WHEREAS, PLD and SJB desire to take advantage of the Constitution and Laws of the State of Louisiana to enter into an Intergovernmental Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1. PERPETUAL ROAD EASEMENT/TEMPORARY WORK AREA EASEMENT

SJB does hereby grant and convey unto PLD a perpetual and assignable right of way, servitudes, and easements for, on, over and across the land described hereinafter and identified as being a non-exclusive and assignable perpetual easement and right-of-way for the location, construction, operation, maintenance, alteration and replacement of road(s) and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. Temporary Work Area Easement being a non-exclusive and assignable temporary easement for a period not to exceed Five (5) years for use by the PLD and the United States of America, its representatives, agents, and contractors as a work area and access route and/or right-of-way in, on, over, and across the land described, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way, reserving, however, to the owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired, including the right to cross over the right-of-way as access to their adjoining land; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. This grant is for use by PLD its representatives, agents, and contractors and assigns, including the right to move, store, and remove equipment and supplies, and erect the remove temporary structures on the land and perform any other necessary work incident to the construction of the Access Roads together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions or any other vegetation, structures or obstacles within the limits of the right-of-way, reserving, however, to the landowners, their heirs and assigns, all such rights and privileges, as may be used without interfering with or abridging the rights and easements hereby acquired and granted. Perpetual Road Easement and Temporary Work Area Easements shall be described as follows:

ACCESS ROAD D

Parcel 1-D-6

That piece or portion of ground being Parcel 1-D-6, a road easement, on, over and across the Rear Portions of Lot No. 2 & Lot No. 3 of The Cambre Partition, owned now or formerly by St. John The Baptist Parish, situated in Sections 32 & 92, T-11-S, R-6-E, Southeastern Land District, East of the Mississippi River, Reserve, St. John the Baptist Parish, Louisiana being more fully described as follows:

From a point on the baseline having coordinates Y= 577388.92/ X= 3520322.60 proceed S87°42'35"W a distance of 18.41 feet to the point of beginning; thence proceed N87°04'52"E a distance of 40.02 feet to a point and corner; thence proceed N02°15'43"W a distance of 80.00 feet to a point and corner; thence proceed N87°41'11"E a distance of 25.00 feet to a point and corner; thence proceed N02°18'49"W a distance of 50.00 feet to a point and corner; thence proceed S87°41'11"W a distance of 25.00 feet to a point and corner; thence proceed N02°18'49"W a distance of 721.04 feet to a point; thence proceed N02°30'03"W a distance of 877.86 feet to a point and corner; thence proceed N87°28'37"E a distance of 25.00 feet to a point and corner; thence proceed N02°31'23"W a distance of 50.00 feet to a point and corner; thence proceed S87°28'37"W a distance of 25.00 feet to a point and corner; thence proceed N02°31'02"W a distance of 551.69 feet to a point; thence proceed N02°16'51"W a distance of 428.25 feet to a point; thence proceed N01°57'15"W a distance of 347.44 feet to a point; thence proceed N03°42'13"W a distance of 234.37 feet to a point and corner; thence proceed N86°17'47"E a distance of 25.00 feet to a point and corner; thence proceed N03°42'13"W a distance of 50.00 feet to a point and corner; thence proceed S86°17'47"W a distance of 25.00 feet to a point and corner; thence proceed N03°42'13"W a distance of 216.96 feet to a point; thence proceed N01°45'08"W a distance of 480.27 feet to a point and corner; thence proceed N82°49'55"E a distance of 25.00 feet to a point and corner; thence proceed N07°10'05"W a distance of 49.55 feet to a point and corner;

thence proceed S83°53'32"W a distance of 24.07 feet to a point and corner; thence proceed N08°39'58"W a distance of 14.49 feet to a point and corner; thence proceed N81°20'02"E a distance of 25.00 feet to a point and corner; thence proceed N08°39'58"W a distance of 145.90 feet to a point and corner; thence proceed S85°22'43"W a distance of 61.68 feet to a point and corner; thence proceed S02°29'30"E a distance of 151.33 feet to a point and corner; thence proceed N81°20'02"E a distance of 12.81 feet to a point and corner; thence proceed S08°39'58"E a distance of 14.16 feet to a point and corner; thence proceed S84°15'13"W a distance of 14.28 feet to a point and corner; thence proceed S02°29'30"E a distance of 50.08 feet to a point and corner; thence proceed N84°15'13"E a distance of 17.12 feet to a point and corner; thence proceed S01°39'57"E a distance of 219.21 feet to a point; thence proceed S01°50'03"E a distance of 257.07 feet to a point; thence proceed S03°42'13"E a distance of 217.25 feet to a point and corner; thence proceed S86°17'47"W a distance of 15.59 feet to a point and corner; thence proceed S02°29'30"E a distance of 50.01 feet to a point and corner; thence proceed N86°17'47"E a distance of 16.65 feet to a point and corner; thence proceed S03°42'13"E a distance of 234.13 feet to a point; thence proceed S01°57'15"E a distance of 346.91 feet to a point; thence proceed S02°11'12"E a distance of 240.86 feet to a point; thence proceed S02°24'06"E a distance of 375.25 feet to a point; thence proceed S02°35'46"E a distance of 268.01 feet to a point; thence proceed S02°37'55"E a distance of 95.89 feet to a point and corner; thence proceed S87°28'37"W a distance of 17.19 feet to a point and corner; thence proceed S02°29'30"E a distance of 50.00 feet to a point and corner; thence proceed N87°28'37"E a distance of 17.22 feet to a point and corner; thence proceed S02°38'48"E a distance of 372.78 feet to a point; thence proceed S02°40'13"E a distance of 250.65 feet to a point; thence proceed S02°04'45"E a distance of 254.47 feet to a point; thence proceed S02°18'49"E a distance of 635.89 feet to a point; thence proceed S30°00'59"W a distance of 28.27 feet to a point and corner; thence proceed S02°29'30"E a distance of 191.16 feet to a point and corner; thence proceed S89°55'45"E a distance of 14.45 feet to the point of beginning. All of which comprises Parcel 1-D-6, a road easement, as shown on Sheets 1 & 2 of the Right of Way Map of Access Road D, West Shore Lake Pontchartrain, Louisiana Hurricane and Storm Damage Risk Reduction Project, St. John the Baptist Parish, Louisiana, and contains an area of 186,179.9 square feet or 4.274 acres.

Parcel value of Parcel 1-D-6 totals Two Thousand Eight Hundred and no/100 (\$2,800.00) Dollars. A copy of the Certificate of Appraiser is attached hereto as Exhibit "A".

Parcel 1-D-2

That piece or portion of ground being Parcel 1-D-2, a road easement, on, over and across Lot 29, Block 17 of Airport Industrial Park, Phase 1, owned now or formerly by St. John The Baptist Parish, situated in Section 32, T-11-S, R-6-E, Southeastern Land District, East of the Mississippi River, Reserve, St. John the Baptist Parish, Louisiana being more fully described as follows:

From a point on the baseline having coordinates Y = 577399.80 / X = 3519280.59proceed S02°04'04"E a distance of 30.27 feet to the point of beginning; thence proceed N88°20'24"E a distance of 93.27 feet to a point and corner; thence proceed N66°23'52"E a distance of 23.83 feet to a point and corner; thence proceed N87°40'01"E a distance of 165.51 feet to a point and corner; thence proceed N87°41'03"E a distance of 212.18 feet to a point and corner; thence proceed N87°34'43"E a distance of 42.95 feet to a point and corner; thence proceed S02°25'17"E a distance of 13.85 feet to a point and corner; thence proceed N88°20'24"E a distance of 5.53 feet to a point and corner; thence proceed N03°01'20"W a distance of 78.97 feet to a point and corner; thence proceed S87°36'04"W a distance of 3.83 feet to a point and corner; thence proceed S02°23'56"E a distance of 25.01 feet to a point and corner; thence proceed S87°38'19"W a distance of 151.86 feet to a point and corner; thence proceed S87°41'03"W a distance of 324.24 feet to a point and corner; thence proceed N01°41'25"W a distance of 7.26 feet to a point and corner; thence proceed S88°00'52"W a distance of 62.25 feet to a point and corner; thence proceed \$03°43'51"E a distance of 55.27 feet to the point of beginning.

All of which comprises Parcel 1-D-2, a road easement, as shown on Sheet 1 of the Right of Way Map of Access Road D, West Shore Lake Pontchartrain, Louisiana Hurricane and Storm Damage Risk Reduction Project, St. John the Baptist Parish, Louisiana, and contains an area of 23,188.3 square feet or 0.532 acres.

Parcel 1-D-4

That piece or portion of ground being Parcel 1-D-4, a road easement, on, over and across a portion of Reserve Plantation, owned now or formerly by St. John The Baptist Parish, situated in Section 32, T-11-S, R-6-E, Southeastern Land District, East of the Mississippi River, Reserve, St. John the Baptist Parish, Louisiana being more fully described as follows:

From a point on the baseline having coordinates Y= 577419.35/ X= 3519822.11 proceed S02°04'04"E a distance of 45.20 feet to the point of beginning; thence proceed N87°34'43"E a distance of 80.71 feet to a point and corner; thence proceed N02°25'17"W a distance of 25.00 feet to a point and corner; thence proceed N87°34'43"E a distance of 69.34 feet to a point and corner; thence proceed N03°01'19"W a distance of 40.00 feet to a point and corner; thence proceed S87°34'43"W a distance of 70.92 feet to a point and corner; thence proceed N02°25'17"W a distance of 25.01 feet to a point and corner; thence proceed S87°36'04"W a distance of 79.65 feet to a point and corner; thence proceed S03°01'20"E a distance of 90.05 feet to the point of beginning.

All of which comprises Parcel 1-D-4, a road easement, as shown on Sheet 1 of the Right of Way Map of Access Road D, West Shore Lake Pontchartrain, Louisiana Hurricane and Storm Damage Risk Reduction Project, St. John the Baptist Parish, Louisiana, and contains an area of 10,023.5 square feet or 0.230 acres.

Parcel value of 1-D-2 and 1-D-4 totals Seventy-Seven Thousand Five Hundred and no/100 (\$77,500.00) Dollars. A copy of the Certificate of Appraiser is attached hereto as Exhibit "B".

ACCESS ROAD F

Parcel 1-F-1

That piece or portion of ground being Parcel 1-F-1, a road easement, on, over and across the Voisin Tract, owned now or formerly by St. John The Baptist Parish, situated in Section 88, T-11-S, R-7-E, Southeastern Land District, East of the Mississippi River, Reserve, St. John the Baptist Parish, Louisiana being more fully described as follows:

From a point on the baseline having coordinates Y= 575217.29/ X= 3529914.39

proceed N78°40'15"E a distance of 200.97 feet to the point of beginning; thence proceed N57°23'37"W a distance of 169.23 feet to a point and corner; thence proceed N19°11'52"W a distance of 148.11 feet to a point and corner; thence proceed N00°09'56"E a distance of 196.14 feet to a point; thence proceed N00°26'46"W a distance of 379.87 feet to a point; thence proceed N00°34'09"W a distance of 254.19 feet to a point; thence proceed N02°28'56"W a distance of 373.40 feet to a point; thence proceed N02°16'58"W a distance of 1117.20 feet to a point; thence proceed N01°47'09"W a distance of 499.43 feet to a point; thence proceed N01°50'54"W a distance of 999.16 feet to a point; thence proceed N01°34'20"W a distance of 499.08 feet to a point; thence proceed N00°43'38"E a distance of 315.56 feet to a point and corner; thence proceed N81°11'47"W a distance of 40.07 feet to a point and corner; thence proceed S00°47'07"W a distance of 71.93 feet to a point; thence proceed S00°23'37"E a distance of 499.92 feet to a point; thence proceed S01°34'20"E a distance of 249.99 feet to a point; thence proceed S01°48'46"E a distance of 749.50 feet to a point; thence proceed S01°50'32"E a distance of 749.24 feet to a point; thence proceed S02°10'58"E a distance of 372.05 feet to a point; thence proceed S02°19'58"E a distance of 745.18 feet to a point; thence proceed S02°28'56"E a distance of 373.13 feet to a point; thence proceed S00°38'34"E a distance of 507.81 feet to a point; thence proceed S00°06'10"W a distance of 250.46 feet to a point; thence proceed S00°05'13"W a distance of 130.98 feet to a point; thence proceed S00°04'16"W a distance of 87.50 feet to a point and corner; thence proceed S58°06'50"E a distance of 183.55 feet to a point and corner; thence proceed S23°14'32"E a distance of 127.40 feet to a point and corner; thence proceed \$03°03'48"E a distance of 428.36 feet to a point and corner; thence proceed S52°47'20"W a distance of 123.96 feet to a point and corner; thence proceed S00°00'00"E a distance of 67.60 feet to a point and corner; thence proceed N88°12'14"E a distance of 124.79 feet to a point and corner; thence proceed N01°57'19"W a distance of 697.36 feet to the point of beginning.

All of which comprises Parcel 1-F-1, a road easement, as shown on Sheets 1 & 2 of the Right of Way Map of Access Road F West Shore Lake Pontchartrain, Louisiana Hurricane and Storm Damage Risk Reduction Project, St. John the Baptist Parish, Louisiana, and contains an area of 234,267.1 square feet or 5.378 acres.

Parcel 1-TWA-1F

That piece or portion of ground being Parcel 1-TWA-1F, a temporary work area for staging easement, on, over and across the Voisin Tract, owned now or formerly by St. John The Baptist Parish, situated in Section 88, T-11-S,

R-7-E, Southeastern Land District, East of the Mississippi River, Reserve, St. John the Baptist Parish, Louisiana being more fully described as follows:

From a point on the baseline having coordinates Y=574554.78/X=3529984.96 proceed S88°58'35"W a distance of 23.41 feet to the point of beginning;

thence proceed N00°00'00"E a distance of 66.79 feet to a point and corner; thence proceed S90°00'00"W a distance of 75.00 feet to a point and corner; thence proceed S00°00'00"E a distance of 69.14 feet to a point and corner; thence proceed N88°12'14"E a distance of 75.04 feet to the point of beginning.

All of which comprises Parcel 1-TWA-1F, a temporary work area for staging easement, as shown on Sheet 1 of the Right of Way Map of Access Road F West Shore Lake Pontchartrain, Louisiana Hurricane and Storm Damage Risk Reduction Project, St. John the Baptist Parish, Louisiana, and contains an area of 5,097.7 square feet or 0.117 acres.

Parcel 1-TWA-2F

That piece or portion of ground being Parcel 1-TWA-2F, a temporary work area easement, on, over and across the Voisin Tract, owned now or formerly by St. John The Baptist Parish, situated in Section 88, T-11-S, R-7-E, Southeastern Land District, East of the Mississippi River, Reserve, St. John the Baptist Parish, Louisiana being more fully described as follows:

From a point on the baseline having coordinates Y= 574554.78/ X= 3529984.96 proceed S88°58'35"W a distance of 23.41 feet to the point of beginning; thence proceed N88°12'14"E a distance of 48.98 feet to a point and corner; thence proceed N00°00'00"E a distance of 67.60 feet to a point and corner; thence proceed S87°15'42"W a distance of 49.01 feet to a point and corner;

thence proceed S00°00'00"E a distance of 66.79 feet to the point of beginning.

All of which comprises Parcel 1-TWA-2F, a temporary work area easement, as shown on Sheet 1 of the Right of Way Map of Access Road F, West Shore Lake Pontchartrain, Louisiana Hurricane and Storm Damage Risk Reduction Project, St. John the Baptist Parish, Louisiana, and contains an area of 3,289.8 square feet or 0.076 acres.

Parcel 1-TWA-3F

That piece or portion of ground being Parcel 1-TWA-3F, a temporary work area easement, on, over and across the Voisin Tract, owned now or formerly by St. John The Baptist Parish, situated in Section 88, T-11-S, R-7-E, Southeastern Land District, East of the Mississippi River, Reserve, St. John the Baptist Parish, Louisiana being more fully described as follows:

From a point on the baseline having coordinates Y= 574648.66/ X= 3529962.22 proceed N66°28'46"E a distance of 80.82 feet to the point of beginning; thence proceed S48°59'09"W a distance of 51.47 feet to a point and corner; thence proceed S01°54'33"W a distance of 24.31 feet to a point and corner; thence proceed N87°15'42"E a distance of 13.85 feet to a point and corner; thence proceed N52°47'20"E a distance of 95.78 feet to a point and corner; thence proceed S89°25'16"W a distance of 50.47 feet to the point of beginning.

All of which comprises Parcel 1-TWA-3F, a temporary work area easement, as shown on Sheet 1 of the Right of Way Map of Access Road F, West Shore Lake Pontchartrain, Louisiana Hurricane and Storm Damage Risk Reduction Project, St. John the Baptist Parish, Louisiana, and contains an area of 2,289.2 square feet or 0.053 acres.

Parcel value of Parcels 1-F-1, 1-TWA-1F, 1-TWA-2F and 1-TWA-3F totals Thirteen Thousand Three Hundred and no/100 (\$13,300.00) Dollars. A copy of the Certificate of Appraiser is attached hereto as Exhibit "C".

Article 2. PROJECT PARTNERS

PLD and SJB further agree that the USACE and its agents, contractors or assigns shall perform the construction of the Project, which construction shall be in accordance with the Project plans and specifications. Additionally, any reference to PLD as Grantee shall include its assigns and/or successors including but not limited to USACE, CPRA or their agents, contractors or assigns.

Article 3. PROJECT LOCATION

The above described rights of way, servitudes and easements including the Perpetual Road Easement and Temporary Work Area are granted unto PLD, its successors or assigns regarding the project more particularly known as West Shore Lake Pontchartrain (WSLP) Hurricane and Storm Damage Risk Reduction System, St. Charles and St. John the Baptist Parish, Louisiana (hereinafter "Project") as shown on a map prepared by Stephen P. Flynn dated October 13, 2020 and revised March 17, 2021, for Access Road D and attached hereto as Exhibit "D" and map prepared by Stephen P. Flynn dated November 13, 2020 and revised March 11, 2021 for Access Road F and attached hereto as Exhibit "E".

Article 4. PROJECT SCOPE AND PLD RESPONSIBILITIES

PLD agrees and asserts that USACE and its contractors shall perform the construction of the project which construction shall consists generally as the construction of Access Roads D and F

PLD further agrees that the USACE and it's contractors shall be responsible to perform the work in accordance with the Project plans and specifications.

PLD further sets forth and agrees that it shall exercise the rights hereunder regarding the rights of way and easements set forth herein consistent with the Project plans and specifications and scope of work detailed therein. PLD further agrees to the following specific requirements in consideration of the grant and conveyance of the easements set forth herein:

Article 5. PARCEL VALUES

PLD and SJB further agree that SJB under the terms of this Intergovernmental Agreement with PLD recognizes the value and benefit to the taxpayers, residents and businesses of St. John the Baptist Parish. In recognizing the value of this project, St John the Baptist hereby grants the Perpetual Road Easement and Temporary Work Area Easement as well as the Easements granted in the original Intergovernmental Agreement approved April 13, 2021 without compensation. The total value of compensation for the easements granted herein total Ninety Three Thousand Six Hundred and no/100 (\$93,600.00) Dollars.

Article 6. REVERSIONARY CLAUSE

PLD and SJB further agree that if the WSLP construction is terminated for any reason, that the SJB's transfer of the rights in and to SJB property shall revert back to SJB. Further if the USACE, PLD or CPRA determines that either Access Road is no longer necessary for the construction of WSLP, the unnecessary Access Road(s) shall revert in full ownership to SJB.

Article 7. OPERATION NOTICES AND REQUESTS

Any notice or approval required or permitted to be given under the terms of this Agreement shall be sufficient if in writing, and if sent by registered or certified mail to the address for the notified party set out above. Either party may change its address from time to time by notice to the other party. All consents shall be in writing.

All notices to the PLD shall be sent to:

The Pontchartrain Levee District 2069 Railroad Ave. Lutcher, LA 70071

With a copy to:

Dwight D. Poirrier Attorney at Law Post Office Box 868 Gonzales, Louisiana 70707-0868

All notices to St. John the Baptist shall be sent to:

Parish President Jaclyn Hotard 1811 W. Airline Highway LaPlace Louisiana 70068

With a copy to:

District Attorney Bridget A. Dinvaut 1342 La Hwy. 44 River Road Reserve, Louisiana 70084

Article 8. SAVINGS CLAUSE

If any article or provision contained in this Agreement is declared invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such decree shall not affect the remainder of the article or any other article and each shall remain in full force and effect.

Article 9. ENTIRE AGREEMENT

This Agreement may not be amended orally or by any other agreement, but only by a separate agreement in writing, signed by the party against whom enforcement of any waiver or amendment is sought, which agreement must specifically refer to this Agreement and particularly describe the waiver or amendment to this Agreement. This Agreement may be executed in counterparts and by facsimile or e-mail signature, all of which shall be considered as one and the same original document.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SHOWN BELOW.

PONTCHARTRAIN LEVEE DISTRICT	ST. JOHN THE BAPTIST PARISH
BY: SENECCA BOUDREAUX, PRESIDENT	BY: Acty HOTARD, DULY AUTHORIZED
DATE: 3-7-2022	DATE: 3 8 3022
WITNESS: Kelly Poche	WITNESS: ~ 2
WITNESS: Chice Laline	WITNESS: Clarra Achivnyder

CERTIFICATION OF THE APPRAISER

I (we) certify that to the best of my knowledge and belief:

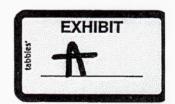
- (I) The statements of fact contained in this report are true and correct.
- (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- (3) I have no present or prospective interest or bias in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (4) My engagement in this assignment was not contingent upon developing predetermined results.
- (5) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in compliance with the requirements of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and the Standards of Professional Practice of the Appraisal Institute. I have invoked the Jurisdictional Exception with respect to compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).
- (7) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and to the requirements of the State of Louisiana relating to review by the appraisal subcommittee of the Louisiana Real Estate Commission.
- (8) I have personally inspected the subject property and all comparables presented in the analyses.
- (9) No one provided significant professional assistance to the person(s) signing this report.
- (10) As of the date of this appraisal, Bradley D. Bird has completed the requirements under the continuing education programs of the Appraisal Institute.
- (11) The appraiser has previously appraised similar type properties to that which is the subject of this report.
- (12) The property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection.
- (13) My opinion of the value of the property rights to be acquired, as of <u>April 29, 2021</u>, based upon my independent appraisal and the exercise of my professional judgment, is approximately \$2,800.00.

Bradley D. Bird, MAI, SRA

June 1, 2021

Louisiana Certified General Real

Estate Appraiser License #G478



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Owner(s): St. John the Baptist Parish (100%)

Property Identification: The entire ownership includes five legal lots of record fronting

Airport Road, as well as a number of other irregularly shaped contiguous tracts collectively totaling several hundred acres, all of which located in the town of Reserve, Louisiana. For the purposes of this appraisal, the Larger Parcel is defined as that certain elongated tract of land located about 1,000' east of Airport Road, ±2,350' north of Airline Highway (US 61), and measuring ±126.77' on the north side of the St. John the Baptist Drainage Canal, over 140.94' on the 80 Arpent Line, by 5,023.04' on the west side and 5,032.72' on the east side, with total area of approximately 14.6 acres. It is further described as the rear part of Lots 2 & 3 of the Cambre Partition, in Section 32, T11S, R6E, St. John the Baptist Parish, Louisiana. The

acquisition parcel is identified as Tract 1-D-6.

Date of Value: 04/29/21

Date of Report: 06/01/21

Date of Inspection: 04/29/21 (most recent)

Property Rights Appraised: Fee Simple Interest, excluding minerals

Parish Zoning: Rural District

Site Size: Larger Parcel: 14.585 Acres

New Perpetual Road Easement (Tract 1-D-6): 4.274 Acres Remaining Area Not Newly Encumbered: 10.311 Acres

Property Type: Wooded wetlands

Improvements: Pipe iron entry gate, private gravel road and electric power line/poles.

Highest and Best Use: Recreational hunting, fishing, etc.

Project ROW Survey Date: 10/13/20 Last Revised: 3/17/21

Value Conclusions of the Property Rights to be Acquired

Land (Perpetual Road Easement over Tract 1-D-6)	\$2,800
Improvements within the Acquisition Area	\$0
Trees and Landscaping within the Acquisition Area	\$0
Damages to the Remainder	\$0
Total Acquisition	\$2,800

CERTIFICATION OF THE APPRAISER

I (we) certify that to the best of my knowledge and belief:

- (I) The statements of fact contained in this report are true and correct.
- (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- (3) I have no present or prospective interest or bias in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- (4) My engagement in this assignment was not contingent upon developing predetermined results.
- (5) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- (6) My analyses, opinions, and conclusions were developed, and this report has been prepared, in compliance with the requirements of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and the Standards of Professional Practice of the Appraisal Institute. I have invoked the Jurisdictional Exception with respect to compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).
- (7) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and to the requirements of the State of Louisiana relating to review by the appraisal subcommittee of the Louisiana Real Estate Commission.
- (8) I have personally inspected the subject property and all comparables presented in the analyses from at least their respective fronting streets. Aerial and satellite imagery have also been reviewed.
- (9) No one provided significant professional assistance to the person(s) signing this report.
- (10) The undersigned appraiser has not performed any professional real estate services relative to the appraised property within the 3-year period preceding the acceptance date of this assignment.
- (11) As of the date of this appraisal, Bradley D. Bird has completed the requirements under the continuing education programs of the Appraisal Institute.
- (12) The appraiser has previously appraised similar type properties to that which is the subject of this report.
- (13) The property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection.
- (14) The following value estimates are concluded effective as of April 29, 2021:

Value of the Larger Parcel BEFORE the Acquisition\$135,000Value of the Larger Parcel AFTER the Acquisition\$57,500DIFFERENCE\$77,500

Bradley D. Bird, MAI, SRA

June 1, 2021

Louisiana Certified General Real Estate Appraiser License No. G478

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Owner(s):

St. John the Baptist Parish

Property Identification:

The entire ownership includes five legal lots of record fronting ±517' along Airport Road, as well as a number of other irregularly shaped contiguous tracts collectively totaling several hundred acres. For the purposes of this appraisal, the Larger Parcel is defined as the entirety of Lot 29 and a portion of the rear drainage servitude in Airport Industrial Subdivision, St. John the Baptist Parish, Louisiana. Lot 29 is a buildable, industrial zoned site measuring 103.5' on Airport Road by an average overall depth of 542.3', with 56,099 SF (per ROW map). The abutting drainage servitude land is about 114.5' wide by 150' deep, with $\pm 17,186$ SF. The total area of the Larger Parcel is approximately 72,285 SF, or 1.68 acres. The acquisition parcels are

identified as Tracts 1-D-2 and 1-D-4.

Date of Value:

April 29, 2021 (date of appraiser's most recent inspection)

Type of Appraisal:

Appraisal Report in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), and to the extent permitted, the Uniform Standards for Professional Appraisal Practice (USPAP)

Property Rights Appraised:

Encumbered Fee Simple Interest, excluding minerals rights (if any)

Parish Zoning:

I-2, Industrial District Two

Site Size:

Larger Parcel:

73,285 SF

New Perpetual Easements:

33,212 SF

Remaining Area Not Newly Encumbered: 40,073 SF

Property Type:

Vacant industrial zoned land located near the airport in Reserve

Improvements:

None

Highest & Best Use Before:

Light-industrial office/warehouse use

Highest & Best Use After:

Light-industrial office/warehouse use (unchanged). Damages occur to

the land as a result of the acquisition.

Market Value Indications

	Cost	Sales Comparison	Income
	Approach	Approach	Approach
Value of Larger Parcel Before:	N/A	\$135,000	N/A
Value of Larger Parcel After:	N/A	\$57,500	N/A
DIFFERENCE	N/A	\$77,500	N/A

CERTIFICATION OF THE APPRAISER

I (we) certify that to the best of my knowledge and belief:

- (I) The statements of fact contained in this report are true and correct.
- (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
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- (12) The appraiser has previously appraised similar type properties to that which is the subject of this report.
- (13) The property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection.
- (14) The following value estimates are concluded effective as of April 29, 2021:

Value of the Larger Parcel BEFORE the Acquisition\$169,000Value of the Larger Parcel AFTER the Acquisition\$155,700DIFFERENCE\$13,300

Bradley D. Bird, MAI, SRA

June 2, 2021

Louisiana Certified General Real Estate Appraiser License No. G478

EXHIBIT G

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Owner(s): St. John the Baptist Parish

Property Identification: The entire ownership, which in this case is also the Larger Parcel, is

an elongated tract of land fronting the northern side of Airline Highway (US 61) in the 3300 block and extending northward to the 80 Arpent Line in Reserve, Louisiana. The property measures 288' on the highway, over 293.15' in the rear, by sideline depths of 5,593.87'/5,539.95', with total area of ± 36.806 acres. It is legally described as a portion of land located in Section 88, T11S, R7E, S.E. District of Louisiana, East of the Mississippi River, St. John the Baptist Parish, Louisiana. The acquisition parcels are identified as

Tracts 1-F-1, 1-TWA-F1, 1-TWA-F2 & 1-TWA-F3.

Date of Value: April 29, 2021 (date of appraiser's most recent inspection)

Type of Appraisal: Appraisal Report in compliance with the Uniform Appraisal

Standards for Federal Land Acquisitions (UASFLA), and to the extent permitted, the Uniform Standards for Professional Appraisal Practice

(USPAP)

Property Rights Appraised: Encumbered Fee Simple Interest, excluding minerals rights (if any)

Parish Zoning: C-3, Commercial District Three (first 600' depth)

Rural District (remaining rear depth)

Site Size: Larger Parcel: 36.806 Acres

New Perpetual Easement: 5.378 Acres
Remaining Area Not Newly Encumbered: 31.428 Acres

Temporary Work Area Easement: 0.246 Acres (5 Years)

Property Type: Front portion of site is cleared, partly paved, and used as a public boat

launch; beyond which the property becomes predominately vacant,

wooded/undeveloped wetlands.

Improvements: Asphalt and Concrete paving, two back-down boat ramps, wharves,

exterior lighting, chain-link fencing with gate, and an open pump shed and other ancillary improvements related to the Reserve Relief Canal

pump system.

Highest & Best Use Before: Proprietary Commercial Use to a depth of 750', beyond which the

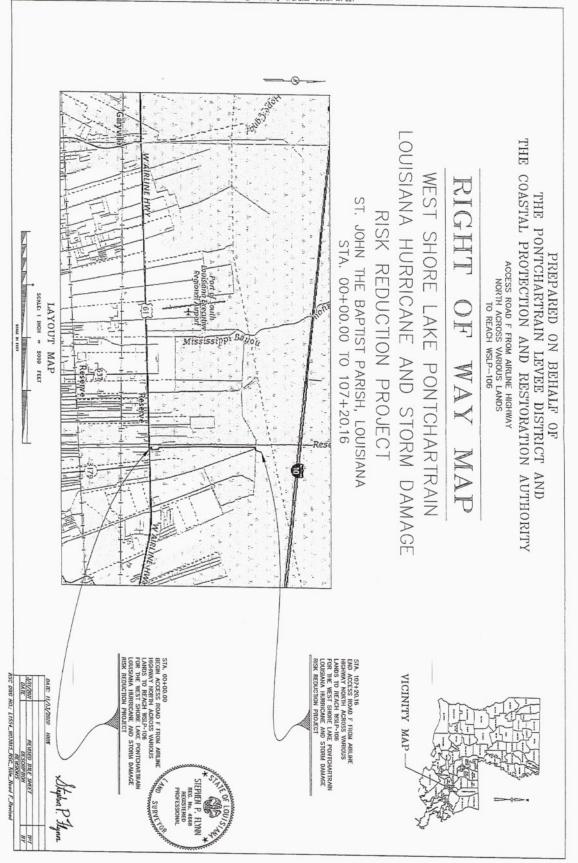
highest and best use is recreational hunting, fishing, etc.

Highest & Best Use After: Proprietary Commercial Use in front 750'; recreational hunting,

fishing, etc. in remainder (unchanged).

LOUISIANA HURRICANE THE COASTAL PROTECTION AND RESTORATION AUTHORITY WEST SHORE LAKE PONTCHARTRAIN RISK REDUCTION PROJECT ST. JOHN THE BAPTIST PARISH, LOUISIANA STA. 00+00.00 TO 10+71.51 SUB-BASELINE STA. 42+69.00 TO 90+00.00 THE PONTCHARTRAIN LEVEE DISTRICT AND PREPARED ON BEHALF OF ACCESS ROAD D FROM AIRPORT ROAD ACROSS VARIOUS LANDS TO REACH WSLP-108 NEAR MISSISSIPPI BAYOU SCALE: I INCH # 5000 FEET LAYOUT MAP AND STORM DAMAGE XAW ssissippi Bay MAP STA, OD+00,00 BEGIN ACCESS ROAD D SUB-BASELINE FROM ARROWS LANDS TO REACH WELL-TOO MEAN ARROWS LANDS TO REACH WELL-TOO MEAN ARROWS LANDS TO REACH WELL-TOO MEAN AMERICANE AND STORM DAMAGE RISK REDUCTION PROJECT STA. 80+00.00 END ACCESS ROAD D FROM AIRPORT ROAD ACROSS VARIOUS LANDS TO REACH WELP-ION MEAR MISSISSIPPI BAYOU FOR THE WEST SHORE LAKE PONICHARTRAIN LOUISMAN HUBERCANE AND STORM INMAGE RISK REDUCTION PROJECT BEGIN ACCESS ROAD STA, 10+71.51 END ACCESS ROAD D SUB-BASELINE VICINITY MAP REMSIONS REMSIO HENSED TITLE SHEE STEPHEN P. FLYNN REG. No. 4666 REGISTERED PROFESSIONAL P H





ST. JOHN THE BAPTIST PARISH COUNCIL STATE OF LOUISIANA

RESOLUTION R22-20

Councilman Malik proposed and Councilman Arcuri seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING THE ST. JOHN THE BAPTIST PARISH TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE PONTCHARTRAIN LEVEE DISTRICT FOR PERMANENT ROAD EASEMENTS AND PERMANENT WORK AREA EASEMENTS TO ACCOMPLISH THE CONSTRUCTION AND OPERATION OF THE WEST SHORE LAKE PONTCHARTRAIN HURRICANE AND STORM DAMAGE RISK REDUCTION SYSTEM

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Pontchartrain Levee District (PLD) is a Levee District representing the Parishes of St. Charles, St. John the Baptist, St. James, Ascension, Iberville and East Baton Rouge, State of Louisiana; and

WHEREAS, PLD and the State of Louisiana, Coastal Protection and Restoration Authority (CPRA) are the non-federal sponsors for the West Shore Lake Pontchartrain, Hurricane and Storm Damage Risk Reduction System, St. Charles and St. John the Baptist Parish, Louisiana; and

WHEREAS, the non-federal sponsors are required to obtain certain rights of ways and easements needed in order to accomplish the construction and operation of the project to further benefit and protect the citizens of the respective Parishes as set forth above; and

WHERAS, St. John the Baptist Parish is owner of property which is needed for the successful completion and operation of the project, specifically for construction of Access Road D and Access Road F; and

WHEREAS, St. John the Baptist Parish does hereby desires to grant Permanent Road Easements and Permanent Work Area Easements to PLD, its successor and or assigns for construction of the Access Roads D and F; and

WHEREAS, PLD and St. John the Baptist Parish desire to take advantage of the Constitution and Laws of the State of Louisiana to enter into an Intergovernmental Agreement; and

WHEREAS, the construction of the 18-mile levee will provide hurricane and storm damage risk reduction to residents and businesses on the East Bank of the Mississippi River in St. John the Baptist Parish.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Intergovernmental Agreement between St. John the Baptist Parish and the Pontchartrain Levee District.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Houston, Wright, Duhe-Griffin, Arcuri, Malik, Becnel

NAYS: None ABSTAIN: None

ABSENT: Schnyder, Torres

And, the resolution was declared adopted on this, the 8th day of February 2022.

MIRWI
Council Chairman
Secretary Approved: X
Veto:
Janh My

CERTIFICATE

Parish President

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 8th day of February 2022.

Signed at Laplace, Louisiana this

day of

2022

(SEAL)

Jackie Landeche

Secretary

MOTION

A motion by Commissioner St. Pierre and seconded by Commissioner Pourciau to approve the Intergovernmental Agreement between the Pontchartrain Levee District and St. John the Baptist Parish for West Shore- Lake Pontchartrain specific to the Access Roads owned by St. John the Baptist Parish; said permanent access agreement will replace the previously agreed upon temporary access agreement all as recommended in committee on January 13, 2022. Public Comments: None. There was no other discussion, there were no objections and the motion carried unanimously.

CERTIFICATE

I, Monica Salins, Executive Director to the Board of Commissioners for the Pontchartrain Levee District do hereby certify that the above and foregoing is a true and correct copy of a motion adopted by the Board at a regular board meeting on the 18th day of January, 2022, at which a quorum was present.

LUTCHER, LOUISIANA, this 18th day of January, 2022.

Monica Salins, Executive Director